

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 15, 2006

Division: Budget & Finance

Bulk Item: Yes X No

Department: Office of Management & Budget

Department Contact: Sal Zappulla

AGENDA ITEM WORDING:

Approval to execute an application with Bank of America for purchasing card services, using the State of Florida contract, in accordance with the provision set forth in FL Statute 287.056 (1)

ITEM BACKGROUND:

This is the first stage of implementation of a purchasing card program, which will enhance productivity by reducing paper work and simplifying purchasing procedures.

PREVIOUS RELEVANT BOCC ACTION:

None

CONTRACT/AGREEMENT CHANGES:

None.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$N/A

BUDGETED: Yes No N/A

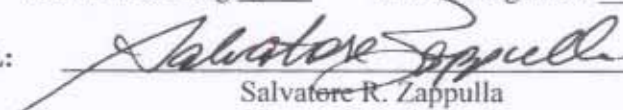
COST TO COUNTY: \$ N/A

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No AMOUNT PER MONTH Year

APPROVED BY: County Atty OMB/Purchasing X Risk Management

DIVISION DIRECTOR APPROVAL:

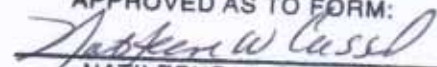

Salvatore R. Zappulla

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:


NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY

Date 3/2/06

State of Florida Bank of America Purchasing Card Application



Check the box which applies:

- ☐ Payments will be processed through the State of Florida's Department of Banking and Finance.
- ☒ Payments will be processed directly to Bank of America.

Bank of America.



Does your Organization currently bank with Bank of America? YES, Location:

Name of Entity (As it will appear on card): Limit 24 spaces.

[illegible]

Street Address 1100 SIMONTON STREET

Tax ID # 59-6000-749

No. of Employees	APRX 550
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☐ State Agency ☐ Community College ☐ Special District (type) _____
☐ Municipality ☐ District School Board ☐ Other (specify) _____
☒ County ☐ County Constitutional Office (specify) _____

Title BUDGET MANAGER

Business Phone 305-292-4472

Fax Number 305-292-4515

Title DIVISION DIRECTOR, BUDGET & FINANCE

Business Phone 305-292-4444

Fax Number 305-292-4515

1. What is your projected annual dollar volume using the Purchasing Card? LESS THAN 1M IN YEAR 1

2. How many cards do you anticipate initially? 25 At full implementation? 100

3. How soon do you plan to implement a Purchasing Card program (target date)? MAY 1, 2006 (Phase 1 Target)

TO ENSURE PROMPT PROCESSING:

- ☐ **Complete Application and Signature and Authorization:** Complete all sections including Signature(s), Authorization and Certificate of Authority.
 - ☐ **Financial Statements:** For Entities processing payments directly to Bank of America, **enclose your two most recent years audited financial statements.**
 - ☐ **Forward the completed application, along with all required documentation, to your Bank of America Account Representative.**
-

Electronic Transmission and Reporting:

- ☐ EDI
- ☐ Statement Billing File (ASCII)
- ☐ Info Span/CPA
- ☐ EAGLS

Payment Method:

- ☐ ACH Debit
 - ☐ ACH Credit
 - ☒ Wire Transfer
-

Signature and Authorization:

To be signed by person authorized to enter into the Agreement:

The entity named above the (the "Entity"), by the signature of its authorized officer or employee below, requests that a Visa Purchasing Card account be established by Bank of America, N.A. USA in the name of the Entity, and that Visa Purchasing Cards be issued to the representatives of the Entity as the Entity designates from time to time. The Entity agrees to be liable for transactions made on the account, and shall pay Bank of America, N.A. USA the account charges in accordance with the Bank of America Purchasing Card Program Agreement with the State of Florida dated February 4, 1997, as it may be amended from time to time (the "Agreement"). The Entity hereby acknowledges receipt of a copy of the Agreement. The Entity agrees that it shall be considered a participating Entity, as such term is defined in the Agreement and as such shall fulfill all Participant Entity obligations. If the Entity utilizes electronic data interchange (EDI) through the Florida Department of Management Services (DMS) for billing and information processing and to the extent that funding is not lawfully available to the Division of Purchasing of DMS to pay the EDI costs, then the Entity agrees to pay DMS its proportionate share of electronic data interchange costs (EDI), as determined at the sole discretion of DMS. The Entity understands that its participation in the Purchasing Card Program may be immediately terminated if it fails to make timely payments hereunder or otherwise as permitted in the Agreement. If the Entity process payments directly to Bank of America and the Agreement should terminate, Bank of America may, as its option, upon notice to the Entity, terminate Entity's account or issue new terms for the account. I hereby certify that I am authorized to sign this application for the Bank of America Purchasing Card Program and to contractually bind the Entity to all terms and conditions found herein, without limitation, for the duration of the said contract. The legal basis upon which this authorization exists is as follows:

Florida Law (please give citation): _____

Florida Administrative Code or ordinance (please give citation): _____

Other (please give reference or citation): _____

Name (print): _____ Title: _____

Signature: _____ Date: _____

Entity or Organization: _____

Certificate of Authority (to be signed by Counsel for Participating Entity/Organization):

This certifies that _____ is authorized, by the specific provisions of the Florida Statutes, Florida Administrative Code or other legal authority cited above, to sign the application for the Bank of America Purchasing Card Program on behalf of the named Entity/Organization in this application and by so signing binds the Entity/Organization to all terms and conditions found herein, without limitation, for the duration of the said contract.

Print Name: _____

Signature: _____

Florida Bar I.D. Number: _____

the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224.



287.056 Purchases from purchasing agreements and state term contracts.--

(1) Agencies shall, and eligible users may, purchase commodities and contractual services from purchasing agreements established and state term contracts procured, pursuant to s. 287.057, by the department.

(2) Agencies may have the option to purchase commodities or contractual services from state term contracts procured, pursuant to s. 287.057, by the department which contain a user surcharge pursuant to s. 287.1345 as determined by the department.

(3) Agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on state term contract from that vendor. The purpose of a request for quote is to determine whether a price, term, or condition more favorable to the agency or eligible user than that provided in the state term contract is available. Use of a request for quote does not constitute a decision or intended decision that is subject to protest under s. 120.57(3).

History.--s. 17, ch. 92-98; s. 109, ch. 92-142; s. 213, ch. 95-148; s. 30, ch. 95-196; s. 3, ch. 95-216; s. 5, ch. 96-236; s. 81, ch. 98-279; s. 14, ch. 2002-207.

287.057 Procurement of commodities or contractual services.--

(1)(a) Unless otherwise authorized by law, all contracts for the purchase of commodities or contractual services in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO shall be awarded by competitive sealed bidding. An invitation to bid shall be made available simultaneously to all vendors and must include a detailed description of the commodities or contractual services sought; the time and date for the receipt of bids and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability of the bid. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to bid. The bid shall include the price for each year for which the contract may be renewed. Evaluation of bids shall include consideration of the total cost for each year as submitted by the vendor. Criteria that were not set forth in the invitation to bid may not be used in determining acceptability of the bid.

(b) The contract shall be awarded with reasonable promptness by written notice to the responsible and responsive vendor that submits the lowest responsive bid. This bid must be determined in writing to meet the requirements and criteria set forth in the invitation to bid.

(2)(a) If an agency determines in writing that the use of an invitation to bid is not practicable, commodities or contractual services shall be procured by competitive sealed proposals. A request for proposals shall be made available simultaneously to all vendors, and must include a statement of the commodities or contractual services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which shall include, but need not be limited to, price, to be used in determining acceptability of the proposal. The relative importance of price and other evaluation criteria shall be indicated. If the agency contemplates renewal of the commodities or contractual services contract, that fact must be stated in the request for proposals. The proposal shall include the price for each year for which the contract may be renewed. Evaluation of proposals shall include consideration of the total cost for each year as submitted by the vendor.

(b) The contract shall be awarded to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and the other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(3)(a) If the agency determines in writing that the use of an invitation to bid or a request for proposals will not result in the best value to the state, the agency may procure commodities and contractual services by competitive sealed replies. The agency's written determination must specify reasons that explain why negotiation may be necessary in order for the state to achieve the best value and must be approved in writing by the agency head or his or her designee prior to the advertisement of an invitation to negotiate. An invitation to negotiate shall be made available to all vendors simultaneously and must include a statement of the commodities or contractual services sought; the time and date for the receipt of replies and of the public opening; and all terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply. If the agency contemplates renewal of the contract, that fact must be stated in the invitation to negotiate. The reply shall include the price for each year for which the contract may be renewed.

**AMENDMENT NO. 5 TO THE
BANK OF AMERICA PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT is entered into this 10th day of May, 2004, between Bank of America N.A. (USA) ("Bank of America") and the State of Florida, Department of Management Services, ("State"), and modifies that Agreement between the parties dated February 4, 1997, as previously amended. This Amendment will be effective July 1, 2004.

NOW, THEREFORE, in addition to any other rights set forth in the Agreement, the Parties agree as follows:

1. **Authorization of Modifications.** Section 9(B) of the Agreement permits the Parties to modify the terms and provisions of the Agreement pursuant to a writing signed by both Parties. In addition, Section 13(B) of the Agreement anticipates and allows for potential changes regarding the "Shared Savings" terms contained therein.
2. **Shared Savings.** The following information modifies the provisions of Section 13 and Addendum A of the Agreement.
 - A. **Categories.** For the purposes of calculating shared savings, participating entities (as defined in the Agreement) shall be categorized into two (2) categories, as follows:
 - i. Participating Entities/agencies that process and pay via the Florida Department of Financial Services on a daily basis shall be known as Category A.
 - ii. Participating Entities (local governments/political subdivisions/universities, etc.) that make payment to Bank of America through other payment systems shall be known as Category B.
 - B. **Base Payment.** Bank of America shall pay 1% (100 basis points) MyFloridaMarketPlace fee per transaction in accordance with section 287.057(23), Florida Statutes to the State, based on the Net Purchase Volume of Participating Entities in Category A and B per Calculation Period. The Calculation Period is one (1) calendar month.
 - a. **Category B Participating Entities** shall receive a rebate directly from Bank of America on an annual basis, 60 days after the close of the calendar year. This will be paid on each Participating Entity's Net Purchase Volume, based on the following volume thresholds:
 - i. Less than \$1 million in net purchase volume – no rebate
 - ii. \$1,000,000 - \$9,999,999 – 40 basis points
 - iii. \$10,000,000 - \$24,999,999 – 50 basis points
 - iv. \$25,000,000 and greater – 60 basis points
 - b. **Fee Reporting.** Bank of America will utilize the latest PUR 3776 form to report the 100 basis points (1%) based on net volume. This form can be downloaded from www.myfloridamarketplace.com.
 - C. **Large Ticket Transactions.** A "Large Ticket Transaction" is defined, as a transaction which, based on the merchant and dollar amount, may be subject to the Visa Large Ticket Interchange program, as determined and amended by Visa from time to time. If qualifying Large Ticket transactions exceed 5% of the total Net Purchase Volume for both Participating

Entity Categories A and B, Bank of America reserves the right to renegotiate transaction fees for Large Ticket qualifying transactions, as mutually agreeable by both parties.

4. **Other Terms.** All other terms and conditions of the Agreement and its previously executed Amendments remain the same.

State of Florida
Department of Management Services

By: Russ Rothman

Name: Russ Rothman

Title: CHIEF PURCHASING OPERATIONS OFFICER

Date: MAY 10, 2004

Bank of America, N.A. (USA)

By: Jeri Winkleblack

Name: Jeri Winkleblack

Title: Vice President

Date: May 10, 2004

**ADDENDUM A TO
NATIONSBANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

TERMS

SETTLEMENT	
Settlement Time Frame	30 day billing cycle plus 14 days until payment due date
Cycle Date	4 th calendar day of each month or as shown on a schedule agreed to annually
Billing Method	EDI - NATIONSBANK initiated
Settlement Method	ACH - PARTICIPATING ENTITY initiated
Billing Account Type	Central
Payment Type	Central
OTHER FEES	
Unique Card Design	\$ Not Applicable
Rush Card Fee (Express Mail)	\$9.00 per express mail package
Late Payment Fee	Not to exceed s. 215.422, F.S.
Insufficient Funds Fee	\$20.00
Draft Retrieval Request	\$3.00 per request when no billing dispute

REPORTING OPTIONS

Paper Reports	No Cost
Statement Billing File	No Cost
EDI 811	No Cost
NATIONSBANK Visa Desktop Software	One time software/set up fee: No Cost Monthly Data transmission (per end point): No Cost Custom Programming Cost: No Cost Hours Programming at No Cost per hour with additional Programming at No Cost per hour.

Shared savings bonus. Should PARTICIPATING ENTITIES that process their payments through the Department of Banking and Finance reach PROGRAM goals of at least the following:

- Not more than 1 occurrence of non-payment by Payment Due Date in a 12 month period;
- Cumulative Annual Purchasing Volume: \$340,000,000;
- Number of Cards: Less than 9,300;
- Average Transaction Size: \$300; and,
- Roll out Timing/Rate: 12 months.

A shared savings bonus of an amount equal to .15% (15 basis points) of NET PURCHASE VOLUME based on the entities referred to above shall be earned by the STATE to the extent that NATIONSBANK's bad debt credit losses due to non-payment by PARTICIPATING ENTITIES do not exceed 1% (100 basis points) of NET PURCHASE VOLUME for such annual period. The shared savings bonus will be calculated annually and paid within 60 days after the end of the annual period consistent with section 13. of this AGREEMENT. The annual period shall commence on June 1 and conclude on the following May 31 of each year for purposes of the shared savings bonus calculations.

Renegotiation. If after June 1, 1998, NET PURCHASE VOLUME exceeds the cumulative annual purchasing volume noted above, NATIONSBANK agrees to renegotiate the shared savings bonus for subsequent annual periods. It is expressly agreed and understood that the results of such further negotiations may not result in an acceptable arrangement to both parties and therefore, the existing shared savings bonus would not be amended.

**Procurement Card
Shared Savings Proposal Form**

Please indicate which of the following applies to this form:

Proposer's Name: NationsBank, N.A. (South)

☒ X

Proposer issues cards and replacements (mandatory submission)

☐

State uses its own ISO number, cards and replacements (optional submission)

Calendar days from billing to Payment	Dollar amount of card purchases per calendar month	(a) Shared savings offered(%)	(b) Assumed value for evaluation	(c) Shared savings offered [column (a)x(b)]	(d) Greatest savings offered	(e) Ratio of proposal to greatest [column (c)/(d)]	(f) Maximum points to be awarded	(g) Points awarded [column (e)x(f)]
Less than 6	Through \$5 million	.58	\$ 5,000,000	\$ 29,000				
	\$5 through \$10 million	.58	\$ 5,000,000	\$ 29,000				
	\$10 through \$35 million	.58	\$25,000,000	\$ 145,000				
	More than \$35 million	.58	\$25,000,000	\$ 145,000				
	Total			\$ 348,000	348,000	1	9	9
6 through 10	Through \$5 million	.50	\$ 5,000,000	\$ 25,000				
	\$5 through \$10 million	.50	\$ 5,000,000	\$ 25,000				
	\$10 through \$35 million	.50	\$25,000,000	\$ 125,000				
	More than \$35 million	.50	\$25,000,000	\$ 125,000				
	Total			\$ 300,000	300,000	1	9	9
11 through 21	Through \$5 million	.42	\$ 5,000,000	\$ 21,000				
	\$5 through \$10 million	.42	\$ 5,000,000	\$ 21,000				
	\$10 through \$35 million	.42	\$25,000,000	\$ 105,000				
	More than \$35 million	.42	\$25,000,000	\$ 105,000				
	Total			\$ 252,000	252,000	1	6	6
22 through 31	Through \$5 million	.27	\$ 5,000,000	\$ 13,500				
	\$5 through \$10 million	.27	\$ 5,000,000	\$ 13,500				
	\$10 through \$35 million	.27	\$25,000,000	\$ 67,500				
	More than \$35 million	.27	\$25,000,000	\$ 67,500				
	Total			\$ 162,000	180,000	.9	4	3.6
More than 31	Through \$5 million	NA	\$ 5,000,000					
	\$5 through \$10 million	NA	\$ 5,000,000					
	\$10 through \$35 million	NA	\$25,000,000					
	More than \$35 million	NA	\$25,000,000					
	Total				180,000	0	2	0

Total Points Awarded: 27.6

Note: Proposers should complete columns (a) and (c) only. The remaining parts will be completed by the evaluation team. Evaluation will be calculated on a monthly volume of \$60 million.

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**Procurement Card
Fixed Charges Price Sheet**

Proposer: NationsBank, N.A. (South)

Description of Service or Charge	(a) Unit price	(b) Number of units	(c) Total amount offered	(d) Least charges offered	(e) Ratio of offered to least [column (c)/(d)]	(f) Maximum points to be awarded	(g) Points awarded [column (e)x(f)]
One-Time Charges:							
Total One-Time Charges:			\$0	0	1	4	\$0 4
Recurring Charges (describe frequency):							
Late Payment Fee	2.5% Of Past Due Amount/Frequency: When Payment Past Grace Period						
Draft Retrieval Request Copy	\$3.00 Per Copy When Pulled For Transactions Other Than Disputes						
Insufficient Funds	\$20.00 When Payment Funds Do Not Clear						
Federal Express Rush Card	\$9.00 Per Package When Card Is Requested In 24 Hours						
Total Recurring Charges:			\$0 Unless One Of The Above Is Utilized	4	4	\$0	4
Total Points for Fixed Charges:						8	

Note: Proposer should complete columns (a) through (c) only. The remaining parts will be completed by the evaluation team.



VISA COMMERCIAL CARD LIABILITY WAIVER PROGRAM OUTLINE

I. PROGRAM OVERVIEW

A company ("Company") that has established a Visa Commercial Card account ("Account") with a Visa Commercial Card issuing Member ("Financial Institution") may request that the Financial Institution waive the Company's liability for certain charges in accordance with the Visa Commercial Card Liability Waiver Program ("Program"). Visa has arranged insurance coverage to provide payment to the Financial Institution for covered losses and will administer the Program.

The Financial Institution may waive the Company's liability for waivable charges up to \$15,000 per Visa Commercial Card Cardholder and be reimbursed by the Program Underwriter ("Program Underwriter") provided both the Financial Institution and the Company have satisfied all Program obligations.

II. DEFINITIONS

- 1) "Financial Institution" shall mean the Visa Member which issues Visa Commercial Card Accounts to the Company for use by designated employees.
- 2) "Company" shall mean a corporation, partnership, sole proprietorship, or any other entity which has signed a Commercial Card Account agreement with a Financial Institution and subsequently issues Commercial Card Accounts for use by persons designated by the Company.
- 3) "Cardholder" means a person designated by the Company who is authorized by the Company to use the Visa Commercial Card Account for Company business purposes only.
- 4) "Charges" shall mean all amounts, including cash disbursements, charged to the Company's Commercial Card Account with the Financial Institution.
- 5) "Affidavit of Waiver" shall mean a written request or claim form sent from the Company requesting the Financial Institution to waive the Company's charges in accordance with the terms and conditions of this Program.
- 6) "Billed" or "Unbilled" with respect to any Charge shall be based upon the date of the Financial Institution's statement.
- 7) "Notification of Termination" of the Cardholder's employment shall mean the date the Cardholder gives or receives oral or written notice of immediate or pending termination, or the date the Cardholder leaves the Company's service, whichever is earlier.
- 8) "Waivable Charges" shall mean Charges incurred by a Cardholder, or other authorized person which:
 - a) do not benefit the Company directly or indirectly, or in cases where the Financial Institution bills the Cardholder, benefit the Company directly or indirectly, and the Company has reimbursed the Cardholder but the Cardholder has not paid the Financial Institution; and
 - b) (i) are Billed within seventy-five (75) days preceding Notification of Termination, or
(ii) are incurred but Unbilled as of Notification of Termination, or
(iii) are incurred up to fourteen (14) days after Notification of Termination; provided, however, that the Financial Institution has received a request to cancel the Cardholder Account within two (2) business days of Notification of Termination. There will be no coverage after Notification of Termination, as defined, unless notice to cancel the Cardholder Account is received by the Financial Institution within two (2) business days; and
 - c) are the responsibility of the Company and/or Cardholder for payment to the Financial Institution.

III. PROGRAM EXCLUSIONS

The following are not Waivable Charges and are not covered by the policy:

- 1) Charges made by partners, owners, or principal shareholders who own more than five percent (5%) of the Company's outstanding shares, elected directors, or persons who are not employees of the Company.
- 2) Interest or fees imposed by the Financial Institution on outstanding unpaid charges.
- 3) In cases where the Financial Institution invoices the Cardholder, any amount on a check submitted by a Cardholder which is not paid by the Cardholder's drawee financial institution as not sufficient funds or due to a closed account, if the Cardholder has, within the last (12) months, submitted any other check to the Financial Institution which was not paid in full by the Cardholder's drawee financial institution as not sufficient funds or due to a closed account.
- 4) Charges incurred to purchase goods or services for the Company or for the persons other than the Cardholder pursuant to the instructions of the Company, in accordance with company policy, if those goods or services are of the type which are regularly purchased by or for the Company. However, these charges would be Waivable in cases where the Financial Institution bills the Cardholder, and the Company has reimbursed the Cardholder, but the Cardholder has not paid the Financial Institution.
- 5) Charges incurred by the Cardholder after Notification of Termination unless the Financial Institution receives a request from the Company to cancel the Account within two (2) business days of Notification of Termination. If cancellation of the Account is received by the Financial Institution within two (2) business days, then coverage will be afforded fourteen (14) days from Notification of Termination, but not beyond.
- 6) Charges incurred by the Cardholder more than fourteen (14) days after Notification of Termination or earlier than seventy-five (75) days prior to Notification of Termination.
- 7) Charges resulting from either a lost or stolen Commercial Card or bankruptcy/insolvency of the Company.
- 8) Charges in excess of \$15,000 for each Cardholder from Companies with five (5) or more valid Cardholder Accounts.
- 9) Charges in excess of \$5,000 for each Cardholder from Companies with two (2) to four (4) valid Cardholder Accounts.
- 10) Cash advances, after Notification of Termination, shall be limited to \$300 per day, or a maximum of \$1,000 whichever is less.
- 11) Charges incurred by a Cardholder after discovery by the Company of any fraudulent or dishonest act on the part of the Cardholder.

Consent to Assignment

The undersigned, having entered into a written agreement with NationsBank, N.A. (successor in interest to NationsBank, N.A. (South)) ("Assignor"), titled State of Florida's Request for Proposal No. 4-973-120-W and NationsBank's Response to such Request for Proposal dated February 4, 1997, (collectively, the "Agreement"), a true copy of which Agreement is annexed hereto and made a part hereof, hereby consents to an assignment of rights and a delegation of performance of duties under the Agreement by Assignor to NationsBank of Delaware, N.A., a national banking association having its principal offices at Blue Hen Corporate Center, Dover, Delaware ("Assignee").

This consent does not release Assignor from any liability or responsibility under the Agreement, and Assignor shall be responsible to the undersigned for any default or breach on the part of Assignee.

By accepting the assignment, Assignee assumes all of the obligations and duties of the Assignor, and shall be liable jointly and severally with Assignor for any default or breach of the Agreement, whether such default be past or future.

No provision of this consent shall be deemed to alter or modify any term or condition of the Agreement except insofar as such provision relates to assignment and delegation.

Assignor or Assignee shall provide the undersigned with a copy of the written assignment of rights and delegation of performance.

Effective Date: 4/21/98

STATE OF FLORIDA
Department of Management Services
Attn.: State Program Administrator
4050 Esplanade Way, Room 160
Tallahassee, FL 32399-0950

By: George C. Banks

George C. BANKS
Type or Printed Name

DIRECTOR STATE PURCHASING
Title

Read, accepted, and approved:

NationsBank, N.A. Assignor

By: Ken Winkblatt
Title: Vice President

NationsBank of Delaware, N.A.

Assignee

By: Ken Winkblatt
Title: Vice President

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF MANAGEMENT SERVICES
BY: [Signature]

NATIONSBANK PURCHASING CARD PROGRAM AGREEMENT

WITH THE STATE OF FLORIDA

This AGREEMENT is by and between NationsBank, N.A. (SOUTH) ("NATIONSBANK") and the Department of Management Services of the State of Florida acting on behalf of the State of Florida ("STATE"). This Program Agreement ("AGREEMENT") will be effective upon execution by the parties.

WHEREAS, STATE issued a Request for Proposals, number 4-973-120-W, on June 10, 1996, and NATIONSBANK submitted its response which was evaluated to be the best of all responses received.

NOW THEREFORE, the parties wish to enter into this AGREEMENT to formalize the relationship which will permit ELIGIBLE ENTITIES to participate in the PURCHASING CARD PROGRAM.

DEFINITIONS

- "ACCOUNT" means a line of credit plan established by NATIONSBANK pursuant to this AGREEMENT that can be utilized by an EMPLOYEE CARDHOLDER for the purpose of incurring LEGITIMATE BUSINESS EXPENSES.
- "BILLING CYCLE" means a monthly billing period with a 14 day grace period before payment is due.
- "CALCULATION PERIOD" means each calendar month during the term of this AGREEMENT, in which any ACCOUNT is in effect.
- "CARDLESS ACCOUNT" means a type of ACCOUNT (i) which requires the express prior approval of the STATE before it is opened; (ii) with respect to which no PURCHASING CARD is issued; and, (iii) which is accessed by ACCOUNT number alone.

- "CENTRAL BILLING" means one billing statement for combined CHARGES per BILLING CYCLE will be provided to a PARTICIPATING ENTITY and payment(s) will be made by such PARTICIPATING ENTITY for outstanding CHARGES on the billing statement.
- "CENTRAL PAY" means a PARTICIPATING ENTITY will send payment(s) for its CHARGES on its CENTRAL BILLING statement.
- "CHARGE" means any transaction occurring on an ACCOUNT (including a CARDLESS ACCOUNT) including, but not limited to, purchases, late payment fees and any other fees charged in conjunction with the PROGRAM that are specifically provided for in this AGREEMENT.
- "DISPUTES" means items that are requested by an EMPLOYEE CARDHOLDER or PARTICIPATING ENTITY to qualify for credit under Visa's Rules and Regulations as they may be in effect at the time the claim by the EMPLOYEE CARDHOLDER or PARTICIPATING ENTITY is made.
- "ELIGIBLE ENTITY(S)" is as defined in the RFP.
- "EMPLOYEE CARDHOLDER" means a person designated by a PARTICIPATING ENTITY for whom an ACCOUNT is established by NATIONSBANK upon the request of such PARTICIPATING ENTITY.
- "FRAUDULENT USE" means any CHARGE that was not made by the EMPLOYEE CARDHOLDER or his/her agent and which was reported by PARTICIPATING ENTITY or EMPLOYEE CARDHOLDER to NATIONSBANK in a timely manner, as stated in section 3.
- "LEGITIMATE BUSINESS EXPENSE" means those CHARGES that directly or indirectly benefit a PARTICIPATING ENTITY, whether or not previously authorized or approved by said PARTICIPATING ENTITY.
- "MEMO BILLING STATEMENT" means a summary of CHARGES on the EMPLOYEE CARDHOLDER's ACCOUNT provided for information purposes only, not for billing purposes.

- "MERCHANT CATEGORY CODE" means merchant classifications assigned by Visa and made available for use by STATE or a PARTICIPATING ENTITY for the purposes of allowing or restricting CHARGES.
- "NET PURCHASE VOLUME" is defined as aggregate dollar amount of purchases made on the ACCOUNTS in the relevant CALCULATION PERIOD less the aggregate dollar amount of (i) successful DISPUTES, (ii) successful FRAUDULENT USE, and (iii) PERSONAL CHARGES for which Visa's Liability Waiver Program makes payment to NATIONSBANK, relating to a purchase(s) made during any previous CALCULATION PERIOD.
- "PARTICIPATING ENTITY" or "PARTICIPATING ENTITIES" are as defined in the RFP, provided that the entity has executed the appropriate PROGRAM application and the application has not been declined pursuant to section 1.E. of this AGREEMENT.
- "PERSONAL CHARGES" means CHARGES which are not LEGITIMATE BUSINESS EXPENSE(S).
- "PROGRAM ADMINISTRATOR" means the designated representative of a PARTICIPATING ENTITY who will work directly with NATIONSBANK and the STATE on issues that relate to the PROGRAM.
- "PURCHASING CARD" means the plastic card issued with respect to an ACCOUNT.
- "PURCHASING CARD PROGRAM" or "PROGRAM" means the extension of service under this AGREEMENT for the STATE and any PARTICIPATING ENTITY.
- "RFP" means the original request for proposals, number 4-973-120-W, issued on June 10, 1996, the written questions and answers clarifying certain issues in the original request for proposals, and the Addendum which modified the original request for proposals issued on July 23, 1996.

- "STATE PROGRAM ADMINISTRATOR" means the designated representative assigned by the STATE to be the primary point of contact for NATIONSBANK and all PARTICIPATING ENTITIES on issues that relate to the PROGRAM.

1. PURCHASING CARD ISSUANCE

A. NATIONSBANK hereby agrees to provide a PARTICIPATING ENTITY with the NATIONSBANK PURCHASING CARD PROGRAM, establish ACCOUNTS and issue PURCHASING CARDS to EMPLOYEE CARDHOLDERS upon the terms and conditions of this AGREEMENT. Each ACCOUNT is to be used for LEGITIMATE BUSINESS EXPENSE.

B. NATIONSBANK will establish an ACCOUNT for and issue a PURCHASING CARD to an EMPLOYEE CARDHOLDER upon the request of a PARTICIPATING ENTITY; however, the establishment of a CARDLESS ACCOUNT will be subject to subsection 1.C., below.

C. NATIONSBANK may, at the request of PARTICIPATING ENTITY and with the approval of STATE, establish CARDLESS ACCOUNTS. A CARDLESS ACCOUNT may be utilized by a PARTICIPATING ENTITY for the purchase of goods and services. In the event that a CARDLESS ACCOUNT is established, all transactions on such ACCOUNT shall in all respects be treated as though the transactions were initiated through the use of a PURCHASING CARD except as stated in Section 2.B. hereafter. Each PARTICIPATING ENTITY will use all due care to maintain the security of all PURCHASING CARDS and CARDLESS ACCOUNT numbers provided to it under the PROGRAM.

D. Each PURCHASING CARD and CARDLESS ACCOUNT shall be valid for the term indicated and will be eligible for reissuance, unless such PURCHASING CARD, CARDLESS ACCOUNT and/or the PROGRAM have been canceled by NATIONSBANK pursuant to the provisions of this AGREEMENT, or at the request of the PARTICIPATING ENTITY as it relates to its participation, or at the request of STATE. NATIONSBANK reserves the right to cancel or suspend an ACCOUNT at any time if the ACCOUNT is more than 30 days past due with notice to the PARTICIPATING ENTITY and STATE. In addition, NATIONSBANK may suspend any ACCOUNT with just cause at any time prior to notifying STATE or PARTICIPATING ENTITY provided that it notifies the PARTICIPATING ENTITY and STATE at the earliest reasonable opportunity.

E. If an ELIGIBLE ENTITY's payments to NATIONSBANK are processed through the Department of Banking and Finance, a PROGRAM application (to be mutually developed by STATE and NATIONSBANK) shall be executed by the ELIGIBLE ENTITY but such application shall not be subject to a financial, analytical or performance review. In the event that an ELIGIBLE ENTITY's payments pursuant to this AGREEMENT are not processed through the Department of Banking and Finance, NATIONSBANK and the STATE will develop a separate PROGRAM application/enrollment to be executed by such ELIGIBLE ENTITY and which will be utilized by NATIONSBANK to conduct an independent financial, analytical and performance review. In the event that this review demonstrates bona fide concerns for NATIONSBANK or STATE, a good faith effort will be made to resolve the concerns. However, if the parties are unable to resolve said concerns, NATIONSBANK reserves the right to decline the PROGRAM application/enrollment of the ELIGIBLE ENTITY. In any event, NATIONSBANK shall not be required to establish any ACCOUNT under this AGREEMENT unless and until STATE or PARTICIPATING ENTITY furnishes to NATIONSBANK such evidence of action and authority as NATIONSBANK may reasonably request prior to the enrollment of a PARTICIPATING ENTITY.

2. LIABILITY.

A. **PARTICIPATING ENTITY PURCHASING CARD ACCOUNT Liability.** A PARTICIPATING ENTITY shall be liable for all CHARGES made on all of its EMPLOYEE CARDHOLDERS' PURCHASING CARDS except for CHARGES resulting from FRAUDULENT USE or qualifying under the DISPUTES policy. However, if the PARTICIPATING ENTITY meets all then existing requirements of Visa's Liability Waiver Program (Addendum B), then PARTICIPATING ENTITY will not be liable for any PERSONAL CHARGES on its PURCHASING CARD ACCOUNTS. The STATE understands that a PARTICIPATING ENTITY may be required to pay NATIONSBANK for some disputed (FRAUDULENT USE and PERSONAL CHARGES) transactions pending the ultimate resolution of said disputed transactions.

B. **PARTICIPATING ENTITY CARDLESS ACCOUNT Liability.** Should PARTICIPATING ENTITY request with prior approval of STATE to set up CARDLESS ACCOUNTS under the PROGRAM, all CHARGES to the CARDLESS ACCOUNTS shall:

(i) not be subject to signature and identity verification procedures and, therefore, will not be eligible for DISPUTES processing for any reason related to signature or identity verification; and,

(ii) be considered LEGITIMATE BUSINESS EXPENSE unless such CHARGE was made from a merchant who was blocked using MERCHANT CATEGORY CODES and the failure to dishonor the CHARGE was an error by NATIONSBANK or a third party processor selected by NATIONSBANK.

MERCHANT CATEGORY CODES will be considered blocked two (2) business days after a request is received by NATIONSBANK provided the request to block, from STATE or a PARTICIPATING ENTITY, is initiated on a NATIONSBANK business day. However, if a PARTICIPATING ENTITY meets all then existing requirements of Visa's Liability Waiver Program, then PARTICIPATING ENTITY will not be liable for any PERSONAL CHARGES on the CARDLESS ACCOUNT.

C. Billing Procedures.

(i) General procedures. CHARGES for both PURCHASING CARDS and/or CARDLESS ACCOUNTS will be set forth on a billing statement furnished to each PARTICIPATING ENTITY, and a MEMO BILLING STATEMENT may be provided at the PARTICIPATING ENTITY's request to the EMPLOYEE CARDHOLDER or to the PARTICIPATING ENTITY for distribution by the PARTICIPATING ENTITY to EMPLOYEE CARDHOLDERS. NATIONSBANK shall, upon request of a PARTICIPATING ENTITY, provide the PARTICIPATING ENTITY with information with respect to all CHARGES made by an EMPLOYEE CARDHOLDER during each BILLING CYCLE and with any other information concerning the EMPLOYEE CARDHOLDER's ACCOUNT. STATE, on behalf of PARTICIPATING ENTITIES, and NATIONSBANK shall agree to the settlement terms outlined in Addendum A.

(ii) Special procedures. The following procedures apply when a PARTICIPATING ENTITY's payments are processed through the Department of Banking and Finance. NATIONSBANK agrees to transmit daily statements/invoices (EDI 811s) containing the transactions (CHARGES, credits, DISPUTES, which reduce the balance due, and payments) processed the previous day through

NATIONSBANK for each PARTICIPATING ENTITY. NATIONSBANK has also agreed to accept daily payments in the form of Electronic Funds Transfer (ACH Credits) from the Department of Banking and Finance per PARTICIPATING ENTITY to be applied against that PARTICIPATING ENTITY's outstanding balance. It is also understood:

(a) NATIONSBANK will commence transmission of transactions to the STATE on a daily basis, excluding weekends, STATE holidays, and banking holidays, between 4:30 a.m. but not later than 7 a.m. Eastern Time each business day. NATIONSBANK and the STATE will develop a mutually agreeable process for notifying the STATE's designated representative of a transmission failure and possible resolution. NATIONSBANK and the STATE will develop a mutually agreeable transmission schedule annually.

(b) Since the outstanding balance for a PARTICIPATING ENTITY will be changing for each transmission of CHARGES and credits and payments received by NATIONSBANK, the daily transmissions will contain a running balance of the PARTICIPATING ENTITY'S ACCOUNT.

(c) NATIONSBANK will be responsible for notifying the STATE, in a method mutually agreeable to the STATE and to NATIONSBANK, that NATIONSBANK believes that a PARTICIPATING ENTITY is in arrears. Such notice shall indicate the name of the PARTICIPATING ENTITY and the amount in arrears for the BILLING CYCLE.

(iii) NATIONSBANK shall work with each PARTICIPATING ENTITY that is not included under section 2.C.(ii), above, to accommodate the electronic transmission of information as described in NATIONSBANK response to the RFP, between such PARTICIPATING ENTITY or its designated data processing facility and NATIONSBANK.

D. **DISPUTES.** NATIONSBANK will process DISPUTES upon receipt of a written notice of a disputed item from an EMPLOYEE CARDHOLDER, PROGRAM ADMINISTRATOR or the STATE PROGRAM ADMINISTRATOR, in accordance with Visa's Rules and Regulations concerning valid DISPUTES, as in effect from time to time. NATIONSBANK will issue temporary credits for DISPUTES that will reduce the outstanding balance due at the end of a BILLING CYCLE for each PARTICIPATING ENTITY.

E. **Liability upon Termination of AGREEMENT.** Any liability of a PARTICIPATING ENTITY or STATE to NATIONSBANK or NATIONSBANK to a PARTICIPATING ENTITY or STATE, which arises prior to the termination of this AGREEMENT, shall survive the termination of this AGREEMENT.

F. NATIONSBANK acknowledges that STATE and PARTICIPATING ENTITIES are separate legal entities which are not legally responsible for each other's tortious conduct or financial obligations.

3. **RESPONSIBILITY FOR CHARGES.** A PARTICIPATING ENTITY shall pay NATIONSBANK for all CHARGES on all EMPLOYEE CARDHOLDER ACCOUNTS and CARDLESS ACCOUNTS and such payment shall be made according to the settlement terms in Addendum A, except as modified by other provisions of this AGREEMENT. If a PARTICIPATING ENTITY meets all then existing requirements of Visa's Liability Waiver Program, then NATIONSBANK will process a claim on behalf of such PARTICIPATING ENTITY and issue a credit to the ACCOUNT once reimbursement is received from the Visa Liability Waiver Program administrator. FRAUDULENT USE will be reported to NATIONSBANK no later than (i) 60 days after the end of the BILLING CYCLE in which any such CHARGE first appears in the daily statement transmitted in accordance with section 2.C.(ii) for those PARTICIPATING ENTITIES which process payments through the Department of Banking and Finance, or (ii) 60 days after the end of the BILLING CYCLE in which any such CHARGE first appears on the MEMO BILLING STATEMENT for any other PARTICIPATING ENTITY. If FRAUDULENT USE is not so reported, PARTICIPATING ENTITY waives any right to dispute such CHARGE.

4. RESPONSIBILITIES OF THE STATE PROGRAM ADMINISTRATOR AND PROGRAM ADMINISTRATOR(S). STATE will designate employee(s) (individually or collectively) in existing position(s) to assist NATIONSBANK and STATE in administering the PROGRAM on behalf of all PARTICIPATING ENTITIES. In addition, each PARTICIPATING ENTITY shall designate at least one employee to serve as PROGRAM ADMINISTRATOR for that entity. STATE shall advise NATIONSBANK in writing as to any changes of the individual(s) named as STATE PROGRAM ADMINISTRATOR(S), and each PARTICIPATING ENTITY shall notify NATIONSBANK in writing as to any changes of the individual(s) named as PROGRAM ADMINISTRATOR(S) for the respective entity. The STATE PROGRAM ADMINISTRATOR(S) on behalf of the STATE, and PROGRAM ADMINISTRATOR(S) on behalf of the PARTICIPATING ENTITY, shall perform the following duties, in addition to any other duties reasonably requested by NATIONSBANK and agreed to by STATE, with regard to the STATE PROGRAM ADMINISTRATOR, or by the respective PARTICIPATING ENTITY, with regard to PARTICIPATING ENTITY:

A. Be familiar with all aspects of the PROGRAM, including but not limited to, billing procedures; number and status of PURCHASING CARDS, and/or CARDLESS ACCOUNTS approved by STATE; status of EMPLOYEE CARDHOLDERS; notice requirements; and, status of unpaid CHARGES.

B. Promptly advise NATIONSBANK of an EMPLOYEE CARDHOLDER's termination of employment with PARTICIPATING ENTITY as such termination is processed by PARTICIPATING ENTITY in accordance with PARTICIPATING ENTITY's standard personnel termination procedures. PARTICIPATING ENTITY shall take all reasonable actions necessary to collect PURCHASING CARDS issued to an EMPLOYEE CARDHOLDER whose employment has been terminated or whose ACCOUNT has been terminated. Such PURCHASING CARDS shall be cut in half and destroyed. Failure of PARTICIPATING ENTITY and/or its PROGRAM ADMINISTRATOR to give prompt notice to NATIONSBANK of an EMPLOYEE CARDHOLDER's termination shall result in PARTICIPATING ENTITY's continuing liability to pay all CHARGES on the terminated EMPLOYEE CARDHOLDER's ACCOUNT which are not covered by the Visa Liability Waiver Insurance Program (attached as Addendum B), except for FRAUDULENT USE, or DISPUTES resolved in favor of PARTICIPATING ENTITY.

C. Advise all EMPLOYEE CARDHOLDERS to contact NATIONSBANK immediately upon the discovery of a lost or stolen PURCHASING CARD or CARDLESS ACCOUNT number, or contact NATIONSBANK on behalf of the EMPLOYEE CARDHOLDER in these instances.

5. **PRICING.** A PARTICIPATING ENTITY shall pay to NATIONSBANK fees in the amount set forth on the schedule attached as Addendum A to this AGREEMENT.

6. TERM OF AGREEMENT; DEFAULT.

A. This AGREEMENT shall remain in full force and effect for a term of five (5) years from the date CHARGES initially commence pursuant to this AGREEMENT. STATE may elect to renew the AGREEMENT for up to an additional five (5) years pursuant to the RFP. All PURCHASING CARDS and CARDLESS ACCOUNTS shall be deemed canceled effective upon termination of this AGREEMENT.

B. Notwithstanding the foregoing, NATIONSBANK may, at its option, terminate this AGREEMENT as it relates to one or more PARTICIPATING ENTITY (ENTITIES) by 30 days prior written notice to STATE and such PARTICIPATING ENTITY (ENTITIES) at any time after occurrence of any of the following events:

(i) The failure of PARTICIPATING ENTITY or STATE to perform any term or condition of the AGREEMENT;

(ii) The dissolution, consolidation, or merger of the State of Florida or a PARTICIPATING ENTITY who is not making payments through the Department of Banking and Finance, taken as a whole or the sale or other transfer of any substantial part of the State of Florida's or at least 25% of the PARTICIPATING ENTITY's assets;

(iii) Any written statement, representation, or warranty of STATE made herein, or made by any PARTICIPATING ENTITY at any time and furnished to NATIONSBANK, untrue in any material respect when made; or,

(iv) Funds for the continuation of the PROGRAM are not appropriated by or for the PARTICIPATING ENTITY or otherwise legally available to meet its obligations under this AGREEMENT. However, in such event, the effective date of such termination shall not be until the funds are no longer available.

C. All PURCHASING CARDS and materials furnished by NATIONSBANK to a PARTICIPATING ENTITY marked "proprietary" shall be returned to NATIONSBANK upon termination, suspension or discontinuance of the PROGRAM. STATE agrees that certain materials provided by NATIONSBANK are the proprietary product of NATIONSBANK including but not limited to reports, manuals, documentation, marketing materials, and other related materials. Acceptance or possession of these materials constitutes an agreement that the materials will be treated confidentially, and will not be disclosed, copied or otherwise further disseminated to any person other than officers, employees or agents of a PARTICIPATING ENTITY on a "need to know" basis without prior written approval of NATIONSBANK, and shall be kept confidential for the duration of this PROGRAM plus an additional two years. The confidentiality and records retention requirements specified in this subsection shall be subordinate to the public records disclosure and records retention requirements in Florida law which are in effect at the time a records request is made.

D. Should any PARTICIPATING ENTITY which processes payments through the Department of Banking and Finance fail to pay any amount owed to NATIONSBANK by the due date, then upon NATIONSBANK's request, STATE PROGRAM ADMINISTRATOR shall immediately request the Comptroller to exercise the authority under Section 17.03, Florida Statutes, to settle and approve said amount.

7. **TERMINATION.** Should there be an adverse change in the financial condition of PARTICIPATING ENTITY or the State of Florida, which NATIONSBANK reasonably deems to be material, NATIONSBANK must discuss with the PARTICIPATING ENTITY and STATE possible cures. If, after discussion, there is no mutual agreement as to actions to be taken, then NATIONSBANK has the right to terminate this AGREEMENT as it applies to such PARTICIPATING ENTITY no earlier than 180 days after delivery of written notice to the PARTICIPATING ENTITY of its intent to exercise this right provided, however; if PARTICIPATING ENTITY is in default hereunder, NATIONSBANK may terminate pursuant to 6.B. above.

Further, in any event NATIONSBANK has the right to terminate this AGREEMENT with or without cause as it applies to a PARTICIPATING ENTITY no earlier than 180 days after delivery of written notice to such PARTICIPATING ENTITY and STATE, or in its entirety no earlier than 180 days after delivery of written notice to STATE. These rights of termination are in addition to NATIONSBANK's rights to termination set forth in Section 6. hereof.

8. **NOTICES.** All notices shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid or via overnight delivery service to the appropriate party at the address set forth below or at such other address as the parties may indicate from time to time in writing. Notices shall be sent to:

NATIONSBANK

Attention: Commercial Card
Credit Manager
2 Commercial Place
3rd Floor
Norfolk, VA 23510

STATE

Department of Management Services
Attn: STATE PROGRAM ADMINISTRATOR
4050 Esplanade Way, Room 160
Tallahassee, FL 32399-0950

9. MISCELLANEOUS

A. Financial Information. Each PARTICIPATING ENTITY shall deliver to NATIONSBANK as soon as available each year, a copy of its annual financial report and legally adopted budget. NATIONSBANK agrees to accept the Annual Financial Report of the Comptroller of the State of Florida prepared pursuant to Section 216.102, Florida Statutes, and the General Appropriations Act for the State of Florida, as the only reports required pursuant to this subsection A. from a PARTICIPATING ENTITY which is covered therein. NATIONSBANK agrees to accept audited financial statements in lieu of an Annual Report from a PARTICIPATING ENTITY which is not covered by the Annual Financial Report of the Comptroller of the State of Florida and a copy of the PARTICIPATING ENTITY's legally adopted budget.

B. Complete AGREEMENT; Waivers; Amendments. This AGREEMENT, the RFP and NATIONSBANK's response, which are hereby incorporated by reference, constitute the complete understanding between the parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. If there is a conflict among these documents the conflict shall be resolved by reference to these documents in the following order: this AGREEMENT, the RFP and NATIONSBANK's responses

to the RFP. No failure on the part of any party to exercise, and no delay in exercising any right under this AGREEMENT shall operate as a waiver thereof; nor shall any single or partial exercise of any right under the AGREEMENT preclude any other or further exercise thereof or the exercise of any other right. No alteration, amendment or modification of any of the terms and provisions of this AGREEMENT shall be valid unless made pursuant to an instrument in writing signed by both of the parties.

C. STATE Authority, Compliance with Law. The execution, delivery and performance of this AGREEMENT by STATE has been duly authorized by all necessary action on the part of STATE. STATE or PARTICIPATING ENTITY shall furnish to NATIONSBANK such evidence of action and authority as NATIONSBANK may reasonably request prior to the enrollment of a PARTICIPATING ENTITY. PARTICIPATING ENTITIES shall comply with all applicable laws or ordinances in connection with the use of the ACCOUNTS including, without limitation, accessing credit only up to the amount made available through respective appropriations.

D. Successors and Assigns. All the terms and provisions of the AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This AGREEMENT, and all terms and conditions hereof, is not assignable or transferable by STATE or PARTICIPATING ENTITY, except that if a PARTICIPATING ENTITY is merged with another unit of government which prior to the merger would qualify as a PARTICIPATING ENTITY, such PARTICIPATING ENTITY may continue to participate in the PROGRAM without prior consent of NATIONSBANK as long as the responsibilities under this AGREEMENT transfer to the successor entity.

10. GOVERNING LAW. The validity, construction and enforceability of this AGREEMENT shall be governed by the laws of the State of Florida (without giving effect to the conflict of law principles thereof) and by applicable federal law. Venue for litigation will take place in the county where the headquarters of the PARTICIPATING ENTITY is located. Nothing contained in this AGREEMENT, the RFP or NATIONSBANK's response to the RFP shall be construed to limit NATIONSBANK's, the STATE's or a PARTICIPATING ENTITY's rights which would otherwise be available pursuant to federal law or regulations.

11. **APPROPRIATION.** The State of Florida's or a PARTICIPATING ENTITY's performance and obligation to pay under this contract (AGREEMENT) is contingent upon an annual appropriation by the Legislature pursuant to Section 287.0582, F.S., or upon a duly authorized appropriation being made on behalf of a PARTICIPATING ENTITY whose operating budget is not appropriated by the Legislature. Each PARTICIPATING ENTITY shall immediately notify NATIONSBANK in writing in the event that the Legislature or other body responsible for such appropriations fails to make the necessary appropriation(s).

12. **REPRESENTATIONS AND WARRANTY.** The persons who sign this AGREEMENT represent and warrant that they are designated or authorized to enter their respective parties into a legally binding contract.

13. **SHARED SAVINGS.**

A. On a monthly basis, NATIONSBANK agrees to pay STATE shared savings based on NET PURCHASE VOLUME. The shared savings will be an amount equal to .42% (42 basis points) of NET PURCHASE VOLUME for the CALCULATION PERIOD. Such payment shall be electronically transferred to the STATE within 60 days after the end of such CALCULATION PERIOD according to instructions furnished by the STATE. NATIONSBANK also agrees to be bound by the shared savings bonus clause in Addendum A.

B. STATE and NATIONSBANK agree to further negotiate in good faith an acceptable arrangement whereby the parties estimate the annual shared savings amount and permit NATIONSBANK to pay monthly to STATE and reconcile the difference on an annual basis with the amount due as a result of such reconciliation being promptly paid to the appropriate party. It is expressly agreed and understood that the results of such further negotiations may not result in an acceptable arrangement to both parties and therefore, the existing payment provisions in this section 13.A. would not be amended.

14. **COMMENCEMENT OF PROGRAM.** NATIONSBANK and STATE will each use best efforts to implement the PROGRAM for the Department of Banking and Finance and the Department of Management Services by June 4, 1997.

This AGREEMENT shall not be effective until accepted below by NATIONSBANK.

SIGNED THIS 4 DAY OF February, 1997 BY:

STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES

By: _____

(Signature)

William H. Lindner

(Typed or Printed Name)

Secretary

(Title)

APPROVED AS TO FORM AND
LEGALITY:

OFFICE OF GENERAL COUNSEL

ACCEPTED THIS 4 DAY OF February, 1997 BY:

NATIONSBANK, N.A. (SOUTH)

By: _____

(Signature)

Thomas L. Rosa

(Typed or Printed Name)

Senior Banking Executive

(Title)

AMENDMENT #1 TO THE
NATIONS BANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA

This AMENDMENT is by and between NationsBank of Delaware, N.A. ("NATIONS BANK") and the Department of Management Services of the State of Florida acting on behalf of the State of Florida ("STATE"). This AMENDMENT will be effective upon execution by the parties.

WHEREAS, the STATE has previously consented to NationsBank of Delaware, N.A. being assigned the rights and obligations accruing to NationsBank, N.A. (SOUTH) under the Agreement effective April 21, 1998.

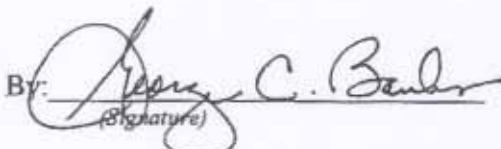
NOW THEREFORE, the parties agree as follows:

Under the terms of the AGREEMENT, an EMPLOYEE CARDHOLDER is limited to making a purchase in an amount established by the PARTICIPATING ENTITY not to exceed \$5,000. The AGREEMENT is hereby amended to allow an EMPLOYEE CARDHOLDER to make a purchase in an amount established by the PARTICIPATING ENTITY not to exceed \$25,000.

The other provisions of the AGREEMENT remain unchanged.

State of Florida
Department of Management Services

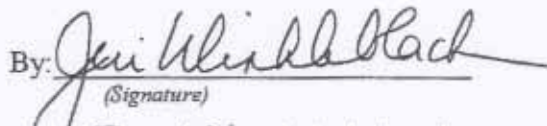
NationsBank of Delaware, N.A.

By: 
(Signature)

GEORGE C. BANKS
(Typed or Printed Name)

STATE PURCHASING DIRECTOR
(Title)

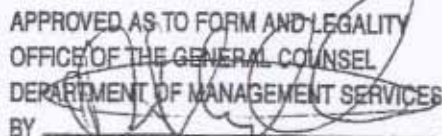
5/1/98
(Date)

By: 
(Signature)

Jeri Winkteblack
(Typed or Printed Name)

Vice President
(Title)

April 30, 1998
(Date)

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF MANAGEMENT SERVICES
BY 

AMENDMENT NO. 2 TO THE
NATIONSBANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA

THIS AMENDMENT is by and between Bank of America, N.A. (USA), successor by merger to NationsBank of Delaware, N.A., ("BANK OF AMERICA"), and the Department of Management Services of the State of Florida acting on behalf of the State of Florida ("STATE"). This AMENDMENT will be effective upon execution by the parties.

WHEREAS, the STATE previously consented to NationsBank of Delaware, N.A. being assigned the rights and obligations accruing to NationsBank, N.A. (South) under the Agreement effective April 21, 1998;

WHEREAS, NationsBank of Delaware, N.A., effective March 30, 1999, merged into and with its affiliate, Bank of America, N.A. and changed its name to Bank of America, N.A. (USA);

NOW, THEREFORE, the parties agree as follows:

1. Under the terms of the AGREEMENT, as amended by Amendment No. 1, a single purchase maximum limit of Twenty Five Thousand Dollars (\$25,000.00) applies to each transaction by an EMPLOYEE CARDHOLDER. The AGREEMENT is hereby amended to allow an EMPLOYEE CARDHOLDER to make a purchase in an amount established by the PARTICIPATING ENTITY and in concurrence with issuing financial institution; provided, however, that the EMPLOYEE CARDHOLDER shall continue to be subject to the monthly credit limit applicable to his/her account.

2. Under Section 2.C.(i)(a) of the AGREEMENT, BANK OF AMERICA is required to commence transmission of transactions to the STATE on a daily basis, excluding weekends, STATE holidays and banking holidays, between 4:30 a.m. but not later than 7 a.m. Eastern Time each business day. The AGREEMENT is hereby amended to require BANK OF AMERICA to commence transmission of transactions to the STATE on a daily basis, excluding weekends, STATE holidays, and banking holidays between 4:30 a.m. but not later than 9:00 a.m. Eastern Time each business day.

3. The other provisions of the Agreement remain unchanged.

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

By:


Signature

Name:

Paul A. Rowell

Typed or Printed

Title:

Deputy Secretary

Date:

9/9/99

L:\WP\BROWN\AM\DOC\LET\PLAMENDS.DOC

BANK OF AMERICA, N.A. (USA)
SUCCESSOR TO NATIONSBANK OF DELAWARE, N.A.

By:


Signature

Name:

Jeri Winkteblack

Typed or Printed

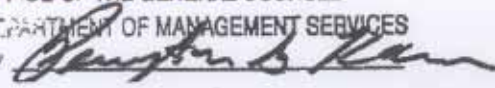
Title:

Vice President

Date:

September 3, 1999

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE GENERAL COUNSEL
DEPARTMENT OF MANAGEMENT SERVICES

of 

**AMENDMENT NO. 3 TO THE
NATIONSBANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT is by and between Bank of America N.A. (USA), successor of merger to NationsBank of Delaware, N.A., ("Bank of America") and the State of Florida, Department of Management Services, ("State"), and modifies that Agreement between the parties dated February 4, 1997, as previously amended. This Amendment will be effective July 2, 2002.

WHEREAS the Parties have enjoyed a beneficial relationship under the above-referenced Agreement since the execution thereof; and

WHEREAS, in recognition of their current relationship and for their mutual benefit, the Parties wish to make modifications and clarifications to the terms and conditions of that agreement named above;

NOW, THEREFORE, the Parties agree as follows:

1. **Authorization of Modifications.** Section 9(B) of the Agreement permits the Parties to modify the terms and provisions of the Agreement pursuant to a writing signed by both Parties. In addition, Section 13(B) of the Agreement anticipates and allows for potential changes regarding the "Shared Savings" terms contained therein.
2. **Renewal.** The Parties hereby agree that the Agreement may be renewed pursuant to §287.058(1)(f), *Florida Statutes*, effective July 1, 2002, for a period not to exceed the term of the original contract.
3. **Shared Savings.** The following information modifies the provisions of Section 13 and Addendum A of the Agreement.
 - A. **Categories.** For the purposes of calculating shared savings, participating entities (as defined in the Agreement) shall be categorized into two (2) categories, as follows:
 - i. The State of Florida, Department of Management Services, shall be known as Participating Entity Category A.
 - ii. Participating Entities other than the State of Florida, Department of Management Services, shall be known as Participating Entity Category B.
 - B. **Base Rebate payment.** Bank of America shall pay rebates to the State, based on Participating Entities' Net Purchase Volume per Calculation Period. The Calculation Period is one (1) month. The amount shall be as follows.
 - i. Category A shall receive 70 basis points on their Net Purchase Volume per Calculation Period.
 - iii. Categories B shall receive 42 basis points on their Net Purchase Volume per Calculation Period.
 - C. **Large Ticket Exception.** A "Large Ticket Transaction" is defined as a transaction which, based on the merchant and dollar amount, is subject to the Visa Large Ticket Interchange program, as determined and amended by Visa. If, in any Category defined above, more than 5% of the total Net Purchase Volume per Calculation Period is made up

of Large Ticket transactions, Bank of America shall be required to pay basis points, according to the following schedule:

- i. Category A shall receive 50 basis points on their Net Purchase Volume per Calculation Period.
- ii. Category B shall receive 30 basis points on their Net Purchase Volume per Calculation Period.

The State (Category A) shall still be entitled to 70 basis points on all transactions other than Large Ticket transactions that make up the Net Purchase Volume for that Calculation Period. For any Calculation Period in which this Exception applies, Bank of America shall submit documentation sufficient for the State to verify that each claimed transaction is a Large Ticket transaction as defined by Visa and the relevant merchant.

4. **Other Terms.** All other terms and conditions of the Agreement and its previously executed Amendments remain the same.

State Of Florida
Department of Management Services

By: C. Henderson
Name: Cynthia A Henderson
Title: Secretary
Date: 2 July 02

Bank of America, N.A. (USA)
Successor to NationsBank of Delaware, N.A

By: Jeri Winklbach
Name: Jeri Winklbach
Title: Vice President
Date: 7-02-02

**AMENDMENT NO. 4 TO THE
NATIONSBANK PURCHASING CARD PROGRAM AGREEMENT
WITH THE STATE OF FLORIDA**

THIS AMENDMENT is by and between Bank of America N.A. (USA), successor of merger to NationsBank of Delaware, N.A., ("Bank of America") and the State of Florida, Department of Management Services, ("State"), and modifies that Agreement between the parties dated February 4, 1997, as previously amended. This Amendment will be effective July 5, 2002.

WHEREAS the Parties have enjoyed a beneficial relationship under the above-referenced Agreement since the execution thereof; and

WHEREAS, in recognition of their current relationship and for their mutual benefit, the Parties wish to renew their Agreement pursuant to *Florida Statutes* and the terms and conditions of the current Agreement;

NOW, THEREFORE, the Parties agree as follows:

1. **Authorization.** Section 6(A) of the Agreement permits the Parties to renew the terms and provisions of the Agreement, "for up to an additional five year period." Section 2 of Amendment No. 3 to the Agreement further anticipates and allows for renewal subject to the provisions of §287.058(1)(f), *Florida Statutes*, effective July 1, 2002.
2. **Renewal.** §287.058(1)(f), *Florida Statutes* permits a contract to be renewed "for a period that may not exceed 3 years or the term of the contract, whichever period is longer..." Section 6(A) of the Agreement identifies the original period as five (5) years. The Parties hereby agree to renew the above-referenced Agreement for a period of five (5) years from the Effective Date of this Amendment No. 4.
3. **Other Terms.** All other terms and conditions of the Agreement and its previously executed Amendments remain the same.

State Of Florida
Department of Management Services

By: Cynthia Henderson

Name: Cynthia Henderson

Title: Secretary

Date: 2 July 02

Bank of America, N.A. (USA)
Successor to NationsBank of Delaware, N.A.

By: Louis J. Goddson

Name: LOUIS J. GODDSON

Title: SENIOR VICE PRESIDENT

Date: JUNE 27, 2002

ADDENDUM

DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF PURCHASING
TALLAHASSEE, FLORIDA 32399-0950

DATE: July 23, 1997

ADDENDUM TO : Procurement Card Services

PROPOSAL NUMBER: 4-973-120-W

OPENING DATE: September 10, 1996 at 2:00 P.M.

DELETE: Request for Proposal Acknowledgement Form # PUR 7033

ADD: Request for Proposal Acknowledgement Form # PUR 7033,
adding Opening Date, September 10, 1996 at 2:00 P.M.

DELETE: STATE OF FLORIDA PROCUREMENT RIGHTS paragraph,
page 8.

ADD: STATE OF FLORIDA PROCUREMENT RIGHTS paragraph,
page 8, adding item no. 10.

DELETE: STATEMENT OF NEEDS FOR PROCUREMENT CARD
SERVICE PROGRAM FOR THE STATE OF FLORIDA
paragraph, page 10.

ADD: STATEMENT OF NEEDS FOR PROCUREMENT CARD
SERVICE PROGRAM FOR THE STATE OF FLORIDA
paragraph, page 10, revising the single purchase
transaction limit.

DELETE: CONTROLS/RESTRICTIONS [MANDATORY] paragraph, page 13.

ADD: CONTROLS/RESTRICTIONS [MANDATORY] paragraph, page 13, revising the single purchase transaction limit.

DELETE: REPORTS AND REPORTING DATA [MANDATORY] paragraph, page 18.

ADD: REPORTS AND REPORTING DATA [MANDATORY] paragraph, page 18, revising the requirements for sorting report data.

DELETE: INNOVATIVE IDEAS [DESIRABLE] paragraph, page 19.

ADD: INNOVATIVE IDEAS [DESIRABLE] paragraph, page 19, adding additional information on shared savings on purchases.

DELETE: Procurement Card Shared Savings Proposal Form, page 27.

ADD: Procurement Card Shared Savings Proposal Form, page 27, revising calendar days from billing to payment.

DELETE: Procurement Card Fixed Charges Price Sheet, page 28.

ADD: Procurement Card Fixed Charges Price Sheet, page 28, correcting typographical error.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.53 (5), FLORIDA STATUTES, SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

VENDOR NAME:

VENDOR ADDRESS:

SUBMIT PROPOSAL TO:

STATE OF FLORIDA-DMS
DIVISION OF PURCHASING
BID ROOM-301
4050 ESPLANADE WAY
TALLAHASSEE, FLORIDA 32399-0950

STATE OF FLORIDA

REQUEST FOR PROPOSAL

CONTRACTUAL SERVICES
Acknowledgement

Telephone Number:

(904) 488-8366

Page 1 of
pages

PROPOSALS WILL BE OPENED

and may not be withdrawn within 90 days after such date and time.

SEPTEMBER 10, 1996 2:00 P.M.
90

PROPOSAL NO.

4-973-120-W

AGENCY MAILING DATE:

PROPOSAL TITLE:

PROCUREMENT CARD SERVICES

STATE PURCHASING SUBSYSTEM (SPURS) VENDOR NUMBER

VENDOR NAME

REASON FOR NO PROPOSAL

VENDOR MAILING ADDRESS

CITY - STATE - ZIP

AREA CODE

TELEPHONE NUMBER

TOLL-FREE NUMBER

POSTING OF PROPOSAL TABULATIONS

Proposal tabulations with recommended awards will be posted for review by interested parties at the location where proposals were opened and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Posting will be on or about

OCTOBER 28, 1996

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same contractual services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer and that the proposer is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements. In submitting a proposal to an agency for the State of Florida, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the proposer.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this original acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. EXECUTION OF PROPOSAL: Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal price must be initialed. The company name and SPURS vendor number shall appear on each page of the proposal as required. Complete ordering instructions must be submitted with the proposal. If you are not a registered vendor with the Department of Management Services, contact the Division of Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950, (904) 487-4634 immediately.

2. NO PROPOSAL SUBMITTED: If not submitting a Proposal, respond by returning only this proposer acknowledgement form, marking it "NO PROPOSAL" and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, non-conformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the proposer's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL", and it must be received no later than the stated proposal opening date and hour.

3. PROPOSAL OPENING: Shall be public, on the date, location and the time specified on the acknowledgement form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the price proposals. NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self addressed, stamped envelope and payment of a predetermined fee. Proposal files may be examined during normal working hours by appointment. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all services rendered to the purchaser.

(a) TAXES: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, F.S.

(b) DISCOUNTS: Cash discount for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

(c) MISTAKES: Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved.

Failure to do so will be at the proposer's risk.

(d) INVOICING AND PAYMENT: The contractor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Invoices shall contain the contract number, purchase order number and the contractors' SPURS vendor number. An original and three (3) copies of the invoice shall be submitted. The final payment shall not be made until after the contract is complete unless the State has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted in accordance with the rates at or below those specified in Sections 112.061 and 287.058, F.S. Interest Penalties: Payment shall be made in accordance with Section 215.422, F.S., which states the contractors' rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. **VENDOR OMBUDSMAN:** Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase order or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Banking and Finance. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within 40 days, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, contact the agency purchasing office. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted at (904) 488-2924 or by calling the State Comptroller's Hotline, 1-800-948-3792. The Division of Purchasing shall review the conditions and circumstances surrounding non-payment, and unless there is a bona fide dispute, the Division may, in writing, authorize the contract supplier to reject and return purchase orders from said agency until such time as the agency complies with the provisions of Section 215.422, F.S.

(e) ANNUAL APPROPRIATIONS: The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

5. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, F.S. Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns, directly or indirectly, an interest of five (5%) or more in the proposer's firm or any of its branches. In accordance with Chapter 287, F.S., no person or firm receiving a contract

that has not been procured pursuant to Section 287.057(2) or (3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract, participating in the drafting of a request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any contracts dealing with that specific subject matter; and proposers must disclose with their proposal any such conflict of interest.

6. **AWARDS:** As the best interest of the State may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. All awards made as a result of this proposal shall conform to applicable Florida Statutes.
7. **INTERPRETATIONS/DISPUTES:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the date of proposal opening and proposal number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to requests in full compliance with this provision. Any person who is adversely affected by the agency's decision or intended decision concerning a procurement solicitation or contract award and who wants to protest such decision or intended decision shall file a protest in compliance with Rule 60A-1.006(6), Florida Administrative Code. Failure to file a protest within the time prescribed in Section 120.53(5), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.
8. **NOTICE OF PROPOSAL PROTEST BONDING REQUIREMENT:** Any person who files an action protesting a decision or intended decision pertaining to contracts administered by the Division or a State agency pursuant to Section 120.53(5)(b), F.S., shall post with the Division or the State agency at the time of filing the formal written protest, a bond payable to the Division or State agency in an amount equal to 1 percent of the Division's or State agency's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against him in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. For protest of decisions or intended decisions of the Division pertaining to agencies' requests for approval of exceptional purchases, the bond shall be in the amount equal to 1 percent of the requesting agency's estimate of the contract amount for the exceptional purchase requested or \$5,000, whichever is less. In lieu of a bond, the Division or State agency may, in either case, accept a cashier's check or money order in the amount of the bond. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST, WILL RESULT IN A DENIAL OF THE PROTEST.**
9. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.

10. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all procurement costs may be charged against your firm. Any violations of these stipulations may also result in:
 - a) Contractor's name being removed from the Division of Purchasing vendor mailing list.
 - b) All State agencies being advised not to do business with the contractor without written approval of the Division of Purchasing.
11. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
12. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.
13. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.
14. **LIABILITY:** On any contract resulting from this proposal the proposer shall hold and save the State of Florida, its officers, agents, and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.
15. **FACILITIES:** The State reserves the right to inspect the proposer's facilities at any time with prior notice.
16. **CANCELLATION:** The State shall have the right of unilateral cancellation for refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the contractor in conjunction with the contract.
17. **PUBLIC RECORDS:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

NOTE:

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

DEFINITIONS

Whenever reference is made to the following terms in this solicitation, or any contract resulting from this solicitation, it shall be understood to mean the following:

- State: shall mean the State of Florida and participating entities, their employees, agents and designees, while acting within the scope of their agency employment or office.
- 2. DMS: shall mean the State of Florida, Department of Management Services
- 3. Comptroller: shall mean the State of Florida, Department of Banking and Finance
- 4. State Agency: shall mean any of the various state officers, departments, boards commissions, divisions, bureaus, and councils and any other unit of organization, however designated, of the executive branch of state government.
- 5. eligible entity: shall mean all state agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract. Federal agencies located in the State of Florida may be eligible entities to the extent permitted by Chapter 287,FS.
- 6. Proposal: shall mean the formal written response to this document.
- 7. participating entity: Participating entity shall mean an eligible entity choosing to participate in the State Procurement Card Program.
- 8. Request for Proposal (RFP): shall mean this document.
- 9. State Term Contracts: shall mean contracts let by the State of Florida, Division of Purchasing, Department of Management Services.
- 10. Division of Purchasing: shall mean the organizational entity acting on behalf of the State of Florida and the Department of Management Services.
- 11. Contractor: shall mean the proposer awarded the contract as a result of this RFP.

PROPOSALS

All proposals will be received with the understanding that their incorporation in a contract with the State shall constitute acceptance thereof. Such contract shall be subject to the acceptance and execution in writing by the Division of Purchasing, Department of Management Services. All proposals and accompanying documentation will become the property of the State of Florida and will not be returned.

Proposals submitted by facsimile are unacceptable and will be rejected.

Detailed information on content of proposals are found in subsequent paragraphs in this RFP. The specific guidelines for the format are contained under PROPOSAL CONTENT AND FORMAT OVERVIEW paragraph.

SUBMISSION OF SEALED PROPOSALS

Complete proposals are to be packaged, sealed and submitted to the Division of Purchasing at the address listed under KEY EVENTS/DATES paragraph. The date and time of submission of proposals are shown on the Request for Proposal cover sheet. A list of vendors submitting proposals will be available on request after posting. Proposals not received by the time and date shown on proposal cover sheet will not be accepted.

PRICE STABILITY

Prices and shared savings will be fixed under the term of the contract and any renewals, unless more favorable terms are offered and accepted by the State.

If for any reason, during the term of the contract, the contractor reduces the pricing for similar services or products to a similarly situated entity with similar or smaller contract volume, the State shall receive an equivalent reduction in pricing for the services or products delivered to the State. Additionally, in the event the contractor offers additional shared savings to a similar situated entity with similar or smaller contract volume, the additional shared savings also shall be given to the State.

STATE OF FLORIDA PROCUREMENT RIGHTS

The State of Florida reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Seek clarification of proposals including waiving minor irregularities in any proposal.
4. Utilize any and all ideas submitted in any proposal.
5. Adopt all or any part of a proposal in selecting the optimum procurement card service program.
6. Negotiate with proposers responding to this RFP within the RFP requirements to serve the best interests of the State.
7. Should the State be unsuccessful in negotiating a contract with the selected Contractor within ten (10) business days, the State may begin contract negotiations with another proposer in order to serve the best interest of the State of Florida.
8. Select and award the contract to the responsive proposer providing the best value proposal to the State.
9. Change any scheduled dates upon written notification.
10. Subsequent to establishing a contract resulting from this RFP, if the State determines additional features, services, modifications, or deletions are needed and it is in the State's best interest, then the State may enter into negotiations with the contractor to amend the contract.

(Revised 7/22/96)

LIABILITY FOR PROPOSAL PREPARATION EXPENSE

The State is not liable for any costs incurred by a proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract or delivery order.

CONTRACT

The successful proposer's proposal and a copy of this RFP will be made part of the contract.

CANCELLATION

The State of Florida retains the right to cancel any contract awarded as a result of this RFP for any reason, provided Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate this contract, or stop work immediately for cause and is supplementary to that provision.

PROPOSAL SECURITY

The content of each proposer's proposal will be held in strict confidence during the evaluation process, and no details of any proposal will be discussed outside the evaluation process, subject to the provisions of Section 119.07(3)(M) Florida Statutes.

PUBLIC RECORDS

Requests concerning the evaluation of the proposals submitted will be considered, only after contract negotiations are complete to the maximum extent permitted by law.

Written requests should be directed to:

Department of Management Services
Division of Purchasing
Bureau of Procurement
Room 315I
4050 Esplanade Way
Tallahassee, Florida 32399-0950
Phone No.: (904) 488-8366
Fax No.: (904) 488-5498
Email Address: WILLIAM@DMS.STATE.FL.US

CONTRACTOR RESPONSIBILITIES

The Division of Purchasing will contract with the successful proposer. The Division of Purchasing considers the Contractor to be the sole contact with regard to all provisions of the proposal, and contract. In the event the proposer's proposal includes hardware and/or software manufactured by another manufacturer or supplier, it is mandatory for the Contractor to assume full responsibility of delivery, installation, maintenance, and support services for such items offered in the proposal.

CONSENT TO ASSIGNMENT

The Contractor agrees not to assign this Agreement without the prior written consent of the Division of Purchasing. Such consent shall not be unreasonably withheld.

TYPICAL PAYMENT CYCLE FOR STATE OF FLORIDA AGENCIES

The typical payment cycle for small dollar purchase requirements for state agencies begins with completion of a purchase requisition by the authorized State agency employee. After approval of the purchase requisition, a purchase order is completed by the agency purchasing office and money is encumbered within the accounting system. After receipt of goods or performance of services and with receipt of vendor's invoice, a voucher is prepared and approved by the originating agency. The approved claim is then forwarded to the Comptroller for payment and the Comptroller issues a warrant that is sent to the respective state agency for mailing to the vendor.

STATEMENT OF NEEDS FOR PROCUREMENT CARD SERVICE PROGRAM FOR THE STATE OF FLORIDA

The procurement card service program shall permit designated employees in each participating entity to make purchases for equipment, material, supplies and services including items contracted for under the State of Florida term commodity and service contracts.

The initial single purchase maximum limit for each transaction shall be \$5,000. DMS will consider revising the single purchase limit per transaction and other aspects of the program requirements of each authorized participating entity.

The procurement card service program shall allow each participating entity to establish individual card limits within specified time frames and limits established within this RFP. The procurement card service program shall include controls which shall allow oversight of procurement card use including, but not limited to, initial approval, final approval and revocation of authority for all or individual card accounts by each participating entity. Employees designated as cardholders by each participating entity and other employees as deemed necessary shall be trained in all aspects of procurement card use and in responsibilities of the participating entity and the Contractor under the program. Such parameters shall be further defined and mutually agreed to by the Division of Purchasing and the Contractor in the contract.

Proposals shall address Electronic Data Interchange (EDI) and communication with respect to transfer between the contractor and the State. The State intends to use the most appropriate standards issued by the American National Standards Institute X.12 for EDI. The proposer shall address its capability to provide EDI files containing daily credit card billing information (e.g. ANSI X.12 Transaction 810-Invoice), other management reporting data (e.g. ANSI X.12 Transaction 996-File Transfer), Cardholder eligibility/profile setup and acceptance of electronic payment and remittance (e.g. ANSI X.12 Transaction 820-Payment and Remittance) in accordance with the most appropriate EDI standards (Version 003030 or greater) issued by ANSI X.12.

(Revised 7/22/96)

REQUIREMENTS OF PROPOSER [MANDATORY]

1. Proposer will screen payment inquiries to eliminate unauthorized SIC charge types or requests.
2. Proposer will provide purchasing transaction detail by participating entity and cardholder.
3. Proposer will implement and include detailed cardholder profiles and procurement guidelines per State policies and procedures, statutes, and rules (authorized cardholder index).
4. Proposer will provide required invoicing, credit, and remittance transaction EDI files and EFT capabilities for interface with the State accounting system.
5. Proposer will provide both valid and rejected data transaction activity and statistics on compatible report file layouts for State PC and mainframe user reporting facilities.
6. Proposer will provide demonstrated adequate user logon and access security controls, and shall ensure that an appropriate level of security is established and maintained in connection with the services provided pursuant to this RFP.

CONTROLS/RESTRICTIONS [MANDATORY]

The proposer shall provide a plan to address available controls and restrictions to prevent the use of cards as may be designated by the State. The authorized participating entity Representative will determine how the cards will be used, consistent with the terms of any resulting Contract, and within the Statewide single maximum transaction dollar limit of \$5,000 or other limits imposed upon use of individual procurement cards by each participating entity. A participating entity shall have no liability for lost or stolen procurement cards or fraudulent transactions or those exceeding the maximum dollar limit. Cash advances or cash refunds are strictly prohibited. Eligible entities electing to participate in the procurement card service program may specify:

1. Single per transaction dollar limits for each cardholder.
2. Number of credit card authorizations per day.
3. Number of credit card transactions per report cycle.
4. Authorization tied to budget limits (report cycle dollar limits).
5. Restriction on the types of vendors with which the card may be used.
6. Commodity types.

Proposers shall specify any other limits or controls which are available for eligible entities' determination on procurement card usage which may be added at the DMS option to the Contract as part of the procurement card service program.

(Revised 7/22/96)

ENTITY ENROLLMENT [MANDATORY]

Participating entities shall be added to the procurement card service program by written request and upon approval by the Division of Purchasing. The notice, at a minimum, will provide the Contractor with the participating entity name, address and shall identify the authorized participating entity representative and such individual's telephone number. Procedures relative to Contractor establishing each participating entity's account shall be presented in the proposer's proposal and further agreed upon by the parties in the contract. Proposer, however, should specify processing time necessary to issue procurement cards. Shall the need arise, the Department of Management Services, Division of Purchasing, and the Contractor, upon mutual agreement, may vary the enrollment procedure for eligible entities.

Preference will be given to any proposal which allows participating entities the ability to perform their program administrative activities electronically. It is anticipated that each participating entity will be primarily responsible for furnishing information relative to its cardholders, approved activity levels and related matters directly with the contractor.

TRAINING [MANDATORY]

The Contractor shall provide training for all participating entities at no additional cost. Training shall be provided to both cardholders and other designated employees of the participating entities, the Department of Management Services, Division of Purchasing and the Comptroller associated with the procurement card service program. The Contractor shall develop and implement a "State of Florida" specific training program covering initial and follow-up training. On-site training must be available at no less than four (4) locations as selected by the Division of Purchasing.

For purposes of this Request for Proposals, the proposer shall provide details and confirm that the training program to be provided will accomplish the following goals:

1. Understand overall nature of the procurement card service program and its benefits.
2. Assist participating entities in developing individual spending limitations and other program restrictions and controls.
3. Understand participating entities' financial responsibilities and billing and payment procedures.
4. Assist participating entities in developing periodic internal reports.
5. The Contractor shall develop a VCR format training video for ongoing internal use by participating entities during full scale implementation. The proposer shall also address other remote training options in its Proposal with reference to training.

ISSUANCE OF PROCUREMENT CARDS

The successful proposer will be responsible and accountable for issuance of all procurement cards directly to an authorized participating entity Representative. The participating entity will issue a purchase order and ordering form to the successful proposer. The ordering form will be designed by the Department of Management Services, Division of Purchasing and the successful proposer prior to the start of the contract period.

BILLING [MANDATORY]

Billing shall be provided on a monthly or more frequent basis, but not to exceed more than once per day. Proposer shall advise on options for billing cycles on a staggered or cyclical basis. Statements or transactions shall be accessible or provided to parties identified by the authorized participating entity representative including, but not limited to, the following:

1. Authorized Representative
2. Finance Officer
3. Cardholder(s)

Billing shall also be accessible to the Department of Management Services, Division of Purchasing and the Comptroller in a format to be agreed upon by DMS and the Contractor. Please refer to Florida Statute 215.422 for additional billing information relating to eligible entities.

AUTOMATED BILLING AND ACCOUNTING [MANDATORY]

The State of Florida intends to reengineer, then automate the Comptroller's accounting and auditing processes associated with procurement card purchases. Currently, minimum accounting and auditing requirements (i.e., data elements entered on an expenditure or payment request voucher) include the following:

1. Agency voucher number and statewide document number
2. Agency OLO and site number
3. Object and transaction codes
4. Account Codes
5. Invoice numbers and amounts
6. Transaction verification and approvals
7. Purchase (transaction) description and other audit supporting data

The Comptroller intends to develop a system that accepts detailed procurement card purchase data and management operations reporting data, makes the data available to all state agencies, allows for encoding of accounting data, provides audit and edit checks, updates both agency and individual cardholder accounting records and creates a daily EFT transaction to the Contractor (or contractor's bank). Proposal shall include current automated billing and accounting system(s) capabilities as well as Contractor's plans for automating all required electronic interface procurement card application systems, data file transfers and business process controls to satisfy the Comptrollers' accounting and auditing requirements. Contractor's plans to automate accounting and auditing requirements shall include all provisions for capturing merchant point of sale data, description of all data captured and an indication of the number of vendors currently capable of capturing procurement card purchasing data. The proposer should describe in the proposal its ability to matrix line item purchases to state accounting codes (i.e., object codes, account codes) and ability to extract additional transaction detail from merchant computer systems. The Contractor should also include plans to expand vendors or merchants with the capability to capture detailed procurement card point of sale data.

CARDHOLDER INFORMATION [MANDATORY]

The Contractor shall not sell or distribute a list of participating entities or cardholders, their addresses or any other information to any person, firm, or other entity for any purpose. This is absolutely prohibited. This section is not intended to prevent the Contractor from complying with the requirements herein and the resulting Contract for reports and reporting.

PROCUREMENT CARD IMPLEMENTATION AND CUSTOMER SUPPORT [MANDATORY]

Proposer shall provide a comprehensive summary of its procurement card program incorporating mandatory requirements to meet the needs of the eligible entities. Proposer shall delineate what staff would be deployed to implement the program by name, title and experience. Proposer shall provide action plan(s) for assisting participating entities in the development, implementation and modifications of procedures and processes and recommend changes to rules and policies relative to procurement and procurement card use.

REPORTS AND REPORTING DATA [MANDATORY]

The proposer shall confirm in its proposal the capability of its procurement card program to generate report or report data through description and provision of samples of management and other reports or report data to be provided to cardholders and participating entities and the Department of Management Services, Division of Purchasing. Reports or report data shall be capable of being sorted at all levels for at least the following:

1. Cardholder
2. Cardholder's Supervisor
3. Participating Entity

Reports or report data shall be available to the following:

1. Participating Entity's Finance and Accounting Office
2. Comptroller
3. Department of Management Services, Division of Purchasing
4. Florida Fiscal Accounting Management Information System (FFAMIS), Statewide Purchasing Subsystem (SPURS)

Data furnished by the contractor must be available to enable a particular entity to generate the following:

1. Transaction data during a period to cardholder and finance office, or other office or individuals as may be designated by the participating entity.
2. Procurement card provider/supplier sales activity by Taxpayer Identification Number (TIN), by participating entity and cardholder.
3. To reconcile all procurement card transactions including charges, credits, disputes, adjustments, duplicates, etc.

(Revised 7/22/96)

FINANCIAL INCENTIVES TO THE STATE FEES AND COSTS [MANDATORY]

Each proposer shall provide a complete and detailed summary of all fees and charges, if any, for their procurement card program including the following and any additional cost credits or incentives associated with the program:

1. Procurement card shared savings proposal form (shall include all volume level shared savings offered based upon percent of total value of transactions processed through the procurement card system).

Each proposer is required to complete and submit a form for an arrangement under which the proposer issues the cards and the replacements.

Each proposer is requested (not mandatory) to complete and submit a form for an arrangement under which the State uses its own ISO number, cards and replacements. The Division of Purchasing reserves the right to award under either option, as determined by the Division of Purchasing to be in the best interest to the State.

2. Fixed charges price sheet

TAX EXEMPT NOTIFICATION [MANDATORY]

Proposers shall indicate their ability to indicate purchases by participating entities as "Tax Exempt" upon confirmation to vendors.

INNOVATIVE IDEAS [DESIRABLE]

Although the State has provided a detailed statement of needs and mandatory requirements for proposers to meet in order to be selected for the contract for the procurement card service program, it is not intended to limit proposer's innovations or creativity in preparing a proposal to accomplish these goals. Innovative ideas, concepts and partnership arrangements other than those presented in this Request for Proposal will be considered. For example, these might include unique business features, special services, discounts or terms and conditions specific to each proposer. If a proposer is willing to offer additional shared savings on purchases paid within one business day after submission, the idea and additional shared savings associated if the idea is accepted should be shown in the innovative ideas section of the response to this RFP. The specific cost or additional shared savings associated with each such idea or concept shall be fully disclosed along with the innovative idea and not listed on the shared savings proposal form or the fixed charges price sheet.

The Division of Purchasing is interested in considering optional features of proposals which will increase the potential for shared savings. In this regard, optional proposals are encouraged for the procurement card service to be managed as a debit card rather than a credit card. In order for this optional feature to be considered, the proposal must address the name of the qualified public depository where the funds are to be deposited and such depository must satisfy the requirements of Chapter 280, Florida Statutes, and the rules adopted by the Treasurer thereunder. If the contract awarded as a result of this RFP includes a debit card optional feature, the contractor may not change the qualified public depository without the express written consent of the Division of Purchasing. As noted above, the additional costs or shared savings associated with this innovative idea should not be shown on the fixed charges price sheet or shared savings proposal form(s) but rather only included along with the proposal in the innovative ideas section.

(Revised 7/22/96)

ADVANCED TECHNOLOGY

The Contractor agrees to make at no cost to the State and no reduction in shared savings, future upgrades in its systems and processes to reflect advancements in associated technology, hardware, and software.

REPORT DATA [DESIRABLE]

Proposer shall indicate its ability as applicable to indicate purchases with State Term Contracts for commodities and services, and Florida Certified Minority and Women-owned Businesses.

FINANCIAL STABILITY

Each proposal shall include financial statements audited by a certified public accountant which include balance sheets and income statements for the proposer's two (2) most recent fiscal years. These documents should break out subsidiary data if the proposer is part of a larger entity.

REFERENCES [MANDATORY]

Each proposer must submit documentation indicating experience in providing a similar service to four (4) current or former firms or government agencies and to demonstrate the ability to handle a contract of this complexity, which shall include the following information:

- Number of customers
- Name of Government Entity/company serviced
- Contract start/completion dates
- Name of contact person
- Title of contact person
- Telephone number(s)

To the extent that proposer is currently furnishing this service to a State government entity, one or more of the references shall include the government entity. In addition, if vendor is, or has provided financial services to the State of Florida, proposer shall provide information on such services.

PERSONNEL RESOURCES [MANDATORY]

Each proposal shall list the following information relative to all personnel resources that would be assigned to the State of Florida procurement card program:

- Number of full time positions that will be assigned
- Number of hours each full time position will be assigned to the State of Florida program
- Physical location of employees assigned

The Division of Purchasing retains the right to request additional data pertaining to the proposer's ability and qualifications used to accomplish all work in this RFP as it deems necessary to ensure competent and satisfactory work. Any vendor failing to submit, on request, in whole or in part, the required statement attesting to qualifications will disqualify the proposal of that vendor.

**Procurement Card
Shared Savings Proposal Form**

Please indicate which of the following applies to this form:

Proposer's Name: _____

☐

Proposer issues cards and replacements (mandatory submission)

☐

State uses its own ISO number, cards and replacements (optional submission)

Calendar days from billing to Payment	Dollar amount of card purchases per calendar month	(a) Shared savings offered(%)	(b) Assumed value for evaluation	(c) Shared savings offered [column (a)x(b)]	(d) Greatest savings offered	(e) Ratio of proposal to greatest [column (c)/(d)]	(f) Maximum points to be awarded	(g) Points awarded [column (e)x(f)]
Less than 6	Through \$5 million	_____	\$ 5,000,000	_____	_____	_____	9	_____
	\$5 through \$10 million	_____	\$ 5,000,000	_____	_____	_____		
	\$10 through \$35 million	_____	\$25,000,000	_____	_____	_____		
	More than \$35 million	_____	\$25,000,000	_____	_____	_____		
	Total	_____	_____	_____	_____	_____		
6 through 10	Through \$5 million	_____	\$ 5,000,000	_____	_____	_____	9	_____
	\$5 through \$10 million	_____	\$ 5,000,000	_____	_____	_____		
	\$10 through \$35 million	_____	\$25,000,000	_____	_____	_____		
	More than \$35 million	_____	\$25,000,000	_____	_____	_____		
	Total	_____	_____	_____	_____	_____		
11 through 21	Through \$5 million	_____	\$ 5,000,000	_____	_____	_____	6	_____
	\$5 through \$10 million	_____	\$ 5,000,000	_____	_____	_____		
	\$10 through \$35 million	_____	\$25,000,000	_____	_____	_____		
	More than \$35 million	_____	\$25,000,000	_____	_____	_____		
	Total	_____	_____	_____	_____	_____		
22 through 31	Through \$5 million	_____	\$ 5,000,000	_____	_____	_____	4	_____
	\$5 through \$10 million	_____	\$ 5,000,000	_____	_____	_____		
	\$10 through \$35 million	_____	\$25,000,000	_____	_____	_____		
	More than \$35 million	_____	\$25,000,000	_____	_____	_____		
	Total	_____	_____	_____	_____	_____		
More than 31	Through \$5 million	_____	\$ 5,000,000	_____	_____	_____	2	_____
	\$5 through \$10 million	_____	\$ 5,000,000	_____	_____	_____		
	\$10 through \$35 million	_____	\$25,000,000	_____	_____	_____		
	More than \$35 million	_____	\$25,000,000	_____	_____	_____		
	Total	_____	_____	_____	_____	_____		
Total Points Awarded:							_____	

Note: Proposers should complete columns (a) and (c) only. The remaining parts will be completed by the evaluation team.
Evaluation will be calculated on a monthly volume of \$60 million.

**Procurement Card
Fixed Charges Price Sheet**

Proposer: _____

Description of Service or Charge	(a) Unit price	(b) Number of units	(c) Total amount offered	(d) Least charges offered	(e) Ratio of offered to least [column (c)/(d)]	(f) Maximum points to e awarded	(g) Points awarded [column (e)x(f)]
One-Time Charges:							
_____	_____	_____	_____				
_____	_____	_____	_____				
_____	_____	_____	_____				
Total One-Time Charges:			_____			4	_____
Recurring Charges (describe frequency):							
_____	_____	_____	_____				
_____	_____	_____	_____				
_____	_____	_____	_____				
_____	_____	_____	_____				
Total Recurring Charges:			_____			4	_____
Total Points for Fixed Charges:							=====

Note: Proposer should complete columns (a) through (c) only. The remaining parts will be completed by the evaluation team.

Procurement Card Questions
& Proposed Responses

1. Please clarify what the State's expectations are regarding INTERNET HOME PAGE and PRICE LISTS? (see RFP, p.4)

In lieu of printing and distributing copies of state term contracts to state and local government agencies, the Department of Management Services has commenced a strategy to have the information available on the world wide web. This is a requirement which is now included in all state term contracts.

The Contractor will be required to develop and maintain throughout the term of a state term contract an internet home page. It is anticipated that this will permit an eligible entity, as defined in the RFP, an opportunity to review information about the company who is awarded the state term contract and specific information about the state term contract awarded as a result of this RFP. The posting of price lists on the Contractor's home page is optional; however, any adjustment to the prices posted must be reviewed and approved by the Division of Purchasing prior to posting.

2. Please define "similar situated entity" as that term is used in the PRICE STABILITY section of the RFP. (see RFP, p.8)

A "similar situated entity" is intended to mean some other customer of the Contractor who has a relationship that closely approximates the relationship between the Contractor and the State of Florida as a result of this RFP in most material aspects, such as the number of cardholders and operating terms and conditions.

3. Is ANSI X.12 the same as ASC X12 as that term is used in the STATEMENT OF NEEDS FOR PROCUREMENT... section of the RFP? (see RFP, p.10)

No. These are two (2) different concepts.

ANSI x.12 serves as the US representative to International Standards Organization (ISO). The organization responsible for setting standards for an extraordinarily wide range of products, including such data communications related topics as X12, one of the standards for document types in Electric Data Interchange (EDI).

ASC X12 is an accredited subcommittee which creates the format and syntax rules for the variable-length X12 standard and the format and content for all business transactions that can be converted to EDI.

4. CONTROL/RESTRICTIONS Controls of cash refunds? (see RFP,p13)

The Division of Purchasing (DOP) is attempting to ensure that a merchant who refunds a purchase made with the procurement card pursuant to this RFP will only provide credit to the card account and not give the cardholder a cash refund.

5. Please clarify the State's expectation of item # 6, **commodity types**, as that term is used in the CONTROL/RESTRICTIONS section of the RFP. (see RFP, p.13)

A supply of goods and services identifiable by a group or class.

6. Please clarify what is meant by "entity enrollment" in the ENTITY ENROLLMENT section of the RFP. (see RFP, p. 14)

Each eligible entity, as defined in the RFP, has the option whether to use the procurement card state term contract awarded as a result of this RFP. Generally, a state agency is required to obtain prior approval of the DOP if it desires to acquire a commodity or service available on a state term contract from another vendor; however, other eligible entities are not obligated to obtain such prior approval. The primary purpose of the enrollment procedure outlined in the RFP is to ensure that an eligible entity which does not process its bills through the Comptroller will be capable of receiving EDI invoicing through DMS.

7. Please clarify the State's perception of training. Will you utilize the "train the trainer" concept?

It is anticipated that the Contractor shall provide training to cardholders and other designated employees of a participating entity.

8. Please clarify "P.01 grade of service" as that phrase is used in the PARTICIPATING ENTITY 7 CARDHOLDER SUPPORT section of the RFP. (see RFP, p. 15)

The term "P.01 grade of service" is telephone technology which refers to possible call blockage of no more than one (1) out of every 100 calls placed.

9. What format is acceptable for notice/confirmation of changes in the CHANGES IN CARDHOLDER OR PARTICIPATING ENTITY ACCOUNTS section of the RFP? (see RFP, p. 15)

Notice/confirmation of changes may be electronically recorded in the cardholder data base provided that the participating entity's designated representative may visually verify that the change has been made. Alternatively, notice may be in a written form. Each respondent is expected to outline how such notice is intended to be provided and clarification of such notice may be in the contract awarded pursuant to this RFP.

10. Please clarify #2, "Agency OLO and site number" as that term is used in the AUTOMATED BILLING AND ACCOUNTING section of the RFP. (see RFP, p. 17)

Agency OLO and site number are only two of the various accounting data element codes used in the State accounting system to identify reporting levels within a state agency. OLO stands for Operating Level Organization while site number is a location code. These data element codes and others used in various combinations will be provided to the Contractor to develop the various transaction/information reporting levels. The size of the various data element codes are:

OLO	6 numeric digits
IBJ (Internal Budget Indicator)	2 numeric digits
Site	2 alpha/numeric digits
Organization Level 1	2 numeric digits
Organization Level 2	2 numeric digits
Organization Level 3	2 numeric digits
Organization Level 4	2 numeric digits
Organization Level 5	3 numeric digits

11. Will the Comptroller be a separate reporting level, one person, or a department in the context of REPORTS & REPORTING DATA section of the RFP, #5. (see RFP, p. 18)

This section of the RFP will be amended by an addendum and distributed to all pre-proposal participants.

12. The Taxpayer Identification Number (TIN) data which is required to be available to a participating entity in the REPORTS & REPORTING DATA section of the RFP, is this requirement for all transactions or just 1099 vendors? (see RFP, p. 18)

It is expected that the TIN information would be available for all vendors in order to perform minority business enterprise reporting requirements in addition to 1099 reporting requirements.

13. Please clarify the intent of the TAX EXEMPT NOTIFICATION section of the RFP. (see RFP, p. 19)

Proposers are required to state whether their system will identify transactions that include sales tax within the State of Florida and either include such transactions on an error report or block the transaction. This feature is not mandatory but will earn extra evaluation points. State agencies and units of local government are exempt from the payment of sales and use taxes on Florida transactions and this feature will minimize paperwork and improper payments.

14. How will it be determined who should receive a card?

Each participating entity will be permitted to decide who in their organization should receive a card.

15. Blocking charges by SIC codes is not 100% accurate. What process would be in place if a cardholder is blocked for travel expenses and needs to pay air freight charges which are coded in the data base as airline charges?

The Department of Management Services understands that SIC coding has limitations and may be inaccurate in some cases. In the above example, the air freight charges would have to be paid for in some other manner.

16. What is the card potential for this contract?

At full implementation, there may be over 150,000 cards issued under this contract. It is anticipated that card issuance will vary among eligible entities and it is difficult at this time to estimate the number of local government entities who will choose to use the contract awarded as a result of this RFP.

17. What is the anticipated annual spend for travel related charges and for small purchases?

Charges under the contract by state agencies could exceed \$1 billion annually and charges by local government agencies could also exceed that amount depending upon participation when fully implemented.

18. Is line item detail desired on all transactions?

Yes, but not required.

19. How important are the Management Information System Reports the RFP requests to assist with vendor negotiations, management of the program, etc.? Is the State requesting that this information be sorted by travel and procurement spend?

It is expected that reports or report data will be useful in the management of the program and could be useful in vendor negotiations depending upon the level of information which is available. To the extent that reports and report data can be sorted by SIC code or some other level of detail, it certainly would make the information more useful.